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--24. (new) An absorbent product according to claim 23, wherein the ratio x/y between the distances x and y is from 2/1 to 12/1.

--25. (new) An absorbent product according to claim 23, wherein x is 2-6 mm and y is 0.5-1 mm.--

REMARKS

The claims previously in the case have been replaced by a set of new claims that are believed to be proper as to form and clearly patentable over the cited references.

New claim 14 is effectively a combination of claims 1 and 13.

Reconsideration is accordingly respectfully requested, for the rejection of the claims as anticipated by or unpatentable over BUERGER et al. 5,652,041, alone or in view of WO 97/02133.

BUERGER is not at all concerned with improving fluid acquisition in an absorbent product. Moreover, BUERGER mentions only briefly that the disclosed nonwoven composite material can be used in diapers (column 1, line 11). The main use for the BUERGER material appears to be in towels, industrial garments and the like. This is supported by the fact that the objective of the BUERGER patent is to provide a fabric-like composite material having isotropic tensile and tear strength and to provide a tear-resistant fabric-like material which maintains drapability and textile-like surface properties.

The claims of the present application are now limited to the use of the material laminate as a liquid pervious top-sheet. It cannot be considered to be obvious to one skilled in the art to combine the teachings of BUERGER with the teachings of ZELAZOSKI in order to achieve a top-sheet laminate as in new claim 14. In order to arrive at the invention as now claimed, a person skilled in the art would have to realize that the corrugations of ZELAZOSKI have to be replaced by another bonding pattern. Since a main objective of ZELAZOSKI is to create a material having a multitude of corrugations, a person skilled in the art would be very reluctant to choose a bonding pattern which would fail to produce corrugations. BUERGER fails to disclose a bonding pattern which gives rise to corrugations.

In addition, even if a person skilled in the art were to use one of the bonding patterns shown in BUERGER, she would have to realize that only a bonding pattern as shown in Figure 6 could be used. This means that the person skilled in the art had to be aware of what she was trying to accomplish. Since there is no discussion in either of BUERGER or ZELAZOSKI of the problem of obtaining sufficient bonding between the liquid-permeable outer layer and the liquid-permeable liquid-transferring layer while providing good fluid transfer, the person skilled in the art would be as likely to choose the pattern in Figure 5 as the pattern in Figure 6.

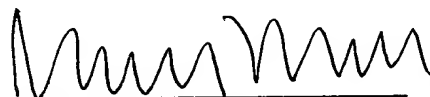
In conclusion, it would not have been obvious to a person skilled in the art to replace the corrugated bonding pattern of ZELAZOSKI with a grouped bonding pattern as defined by new claim 14.

As the claims now in the case clearly bring out these distinctions with ample particularity, it is believed that they are all patentable, and reconsideration and allowance are respectfully requested.

Respectfully submitted,

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